

DOCUMENT ROUTING FORM

① ✓ 10/30/13 ②

NAME OF DOCUMENT: LIEN SETTLEMENT AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND MFW LAS OLAS LLC AND MILITZOK & LEVY, P.A.

Approved Comm. Mtg. on October 1, 2013 CAM# 13-1291

ITEM: M - 10

Routing Origin: CAO ENG. COMM. DEV. OTHER _____

Also attached: copy of CAR copy of document ACM Form # 1 originals

By: [Signature] GB forwarded to: Jeri Pryor
Initials

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

1.) Approved as to Content: [Signature]
Department Director

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature] Date: 10.21.13
Finance Director

Amount Required by Contract/Agreement \$ _____ Funding Source: _____

Dept./Div. _____ Index/Sub-object DSD040101 Project # M103

3.) City Attorney's Office: Approved as to Form:# _____ Originals to City Mgr. By: _____
Ginger Wald _____

4.) Approved as to content: Assistant City Manager:
By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

- 5.) City Manager: Please sign as indicated and forward originals to Mayor.
- 6.) Mayor: Please sign as indicated and forward originals to Clerk.
- 7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forward one (1) copy of agreement to Jeri Pryor

Original Route form to Glynis Burney

10/30

CITY OF FORT LAUDERDALE,
Petitioner,

Case No. CE08040957
Code Enforcement Special Magistrate
Case No. CE08110911
Code Enforcement Board

v.

EVANGELOS ANTHONY
Respondent. _____ /

LIEN SETTLEMENT AGREEMENT

WHEREAS, MFW LAS OLAS LLC (hereinafter referred to as "OWNER") is the owner of real and improved property located at 729 West Las Olas Blvd (hereinafter referred to as "SUBJECT PROPERTY"), Fort Lauderdale, Florida; and

WHEREAS, OWNER acquired the SUBJECT PROPERTY via certificate of sale from the clerk of court as a result of a foreclosure action against the prior owner, Evangelos Anthony (hereinafter referred to as "ANTHONY") on or about November 15, 2012; and

WHEREAS, the OWNER has executed a contract to sell the SUBJECT PROPERTY to Militzok and Levy, P.A., trustee (hereinafter referred to as "BUYER") under certain terms and conditions; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number CE08110911 on January 5, 2010 in the Public Records of Broward County, Book 46777, Pages 848-9, against ANTHONY for code enforcement violations against SUBJECT PROPERTY for failure of the property owner to comply City of Fort Lauderdale code violation Section 9-280(b); and

WHEREAS, the above referenced code enforcement violation is not in compliance and fines continue to accrue at a rate of \$50.00 per day per violation; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number CE08040957 on August 6, 2009 in the Public Records of Broward County, Book 46434, Pages 1971-2, against ANTHONY for code enforcement violations against SUBJECT PROPERTY for failure of the property owner to comply City of Fort Lauderdale code violation Section 28-33(a), failure to connect to City's sewer system; and

WHEREAS, the above referenced code enforcement violation is not in compliance and fines continue to accrue at a rate of \$100.00 per day; and

WHEREAS, OWNER and BUYER have requested that the City of Fort Lauderdale mitigate the above referenced code enforcement liens prior to compliance of the aforementioned Code Enforcement Cases on SUBJECT PROPERTY in order to complete the purchase and sale of SUBJECT PROPERTY and commence the plan of rehabilitation of the historic building located on the SUBJECT PROPERTY; and

WHEREAS, OWNER and BUYER acknowledge that the SUBJECT PROPERTY is not homestead property and will not request homestead property approval until all the conditions of this Lien Settlement Agreement are met by the parties; and

NOW, for good and valuable consideration, the sufficiency of which is agreed to by the OWNER, BUYER and City of Fort Lauderdale, the following are the terms and conditions of the lien settlement:

1. City of Fort Lauderdale shall receive in the form of a cashier's check or money order, made payable to the City of Fort Lauderdale, the total sum of three thousand two hundred and thirty-four dollars and forty-four cents (\$3,234.44) upon execution of this Lien Settlement Agreement for payment of the following code enforcement cases: CE12081140, CE12081871, CE12120906, CE13011909, CE13060198 and CE13060201 representing the total costs incurred by the City for the abatement of these code cases.

2. OWNER and/or BUYER shall immediately secure the structure on the SUBJECT PROPERTY and clean and maintain the SUBJECT PROPERTY in compliance with the City of Fort Lauderdale maintenance requirements under Chapter 18 of the Code of Ordinances of the City of Fort Lauderdale and continue to secure and maintain the SUBJECT PROPERTY during the pendency of this agreement.

3. Within thirty (30) days following the closing of the SUBJECT PROPERTY, all required permits shall be obtained for compliance of Code Enforcement Case Number CE08040957 and within ninety (90) days following the closing of the SUBJECT PROPERTY, this case should be fully complied by the BUYER having the work performed under the permit to connect to the City's sewer system.

4. Within ninety (90) days following the closing of the SUBJECT PROPERTY, BUYER shall have applied for all necessary approvals from the City of Fort Lauderdale Historic Preservation Board for rehabilitation of the structure, if necessary, on the SUBJECT PROPERTY, and within one hundred eighty (180) days following closing of the SUBJECT PROPERTY, issuance of all required permits as required by the City of Fort Lauderdale Building Department (also known as Department of Sustainable Development) for the project and full compliance with the violations in Code Case Number CE08110911 within one hundred (180) days of the issuance of the required permits.

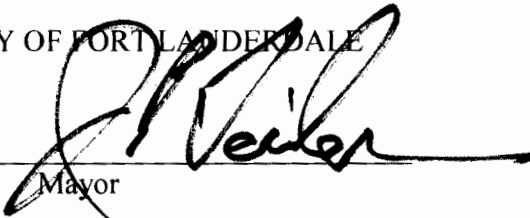
5. At any time if the OWNER and/or BUYER fail to adhere to the conditions of this Lien Settlement Agreement, the City of Fort Lauderdale shall reinstate the code enforcement liens in Case No. CE08040957 and Case No. 08110911 on the SUBJECT PROPERTY and record said liens in the Public Record of Broward County, which liens shall remain against the OWNER and SUBJECT PROPERTY until the code violations are fully complied and the total amount of the liens are paid in full. There shall be no reduction of liens and the fines shall continue to accrue at the daily rates previously set forth therein.

6. The parties herein have had an opportunity to review this Lien Settlement Agreement, had the benefit of advice of legal counsel of their choice and know and fully understand the contents hereof and sign this Lien Settlement Agreement of their own voluntary free act without any coercion.

7. This Lien Settlement Agreement may not be assigned, sold, pledged, hypothecated or encumbered, in whole or in part without the prior approval of the City of Fort Lauderdale City Commission.

8. This Lien Settlement Agreement sets forth in full the terms of the agreement among the parties and is intended as the full, completed and exclusive agreement, governing the relationship among the parties, with respect thereto, superseding all other discussions, promises, representations, agreements and understandings among the parties with respect thereto.

CITY OF FORT LAUDERDALE

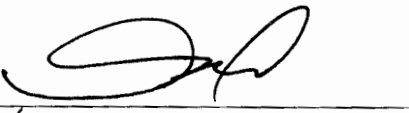
By: 
Mayor

By: 
City Manager

ATTEST:

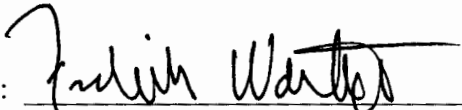

City Clerk

Approved as to form:

By: 
Asst. City Attorney

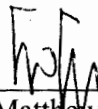
DATED: _____

OWNER

By: 
Fredrick Warten, managing member
MFW Las Olas, LLC

DATED: 9/18/13

BUYER

By: 
Matthew Miltzok, director
Miltzok and Levy, P.A.

DATED: 9/18/13